

- DAVID BEHUNIAK: Crossley, McIntosh Prior & Collier may retain \$750 of \$2,250; the remainder shall be used first to settle any medical liens (all of which are less than \$1,500) and any remaining sum shall be payable to or for the benefit of David Behuniak.

#### **4.0 REPRESENTATION OF UNDERSTANDING THE AGREEMENT**

In entering into this Agreement, the undersigned Claimants represent that they have relied upon the advice of their attorneys who are the attorneys of their own choice, and, as to Ross Behuniak and David Behuniak, by their Guardian Ad Litem, concerning the legal and income tax consequences of this Agreement; that the terms of this Agreement have been completely read and explained to the Claimants by their attorneys and, as to Ross Behuniak and David Behuniak, by their Guardian Ad Litem; and that the terms of this Agreement are fully understood and voluntarily accepted by Claimants.

#### **5.0 WARRANTY OF CAPACITY TO EXECUTE AGREEMENT**

Claimants represent and warrant that no other person or entity has, or has had, any interest in the Claims referred to in this Agreement, unless and except as otherwise set forth herein; that Claimants have the sole right and exclusive authority to execute this Settlement Agreement and Release and receive the sums specified in it; and that Claimants have not

sold, assigned, transferred, conveyed or otherwise disposed of any of the Claims referred to in this Settlement Agreement and Release.

**6.0 CHOICE OF LAW AND FORUM**

This Agreement shall be construed and interpreted in accordance with the laws of the State of North Carolina. Any litigation arising out of this Agreement shall occur, if at all, in the United States District Court, Eastern District of North Carolina, Southern Division.

**7.0 ADDITIONAL DOCUMENTS**

All parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

**8.0 ENTIRE AGREEMENT AND SUCCESSORS IN INTEREST**

This Agreement contains the entire agreement among the Claimants and Released Parties with regard to the matters set forth in it and shall be binding upon and enure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.

**[signatures on next page]**

Bryan Behuniak (SEAL)  
BRYAN BEHUNIAK

8/15/06  
Date

Ross Behuniak (SEAL)  
ROSS BEHUNIAK

8/15/06  
Date

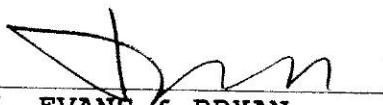
David Behuniak (SEAL)  
DAVID BEHUNIAK

8/15/06  
Date

Andrew J. Hanley (SEAL)  
CROSSLEY, PRIOR, MCINTOSH & COLLIER  
ANDREW J. HANLEY, ESQ. COUNSEL FOR  
BRYAN BEHUNIAK, DAVID BEHUNIAK, and  
ROSS BEHUNIAK

8/15/06  
Date

[signatures continued on next page]

  
CLARK, NEWTON, EVANS & BRYAN  
BY: DON T. EVANS, ESQ. GUARDIAN AD LITEM  
FOR ROSS BEHUNIAK AND DAVID BEHUNIAK

(SEAL)

16 Aug 2006  
Date

[signatures continued on next page]

Carol M. Sieffkes

(SEAL)

7.20.06

Date

MARKEL AMERICAN INSURANCE COMPANY

BY: CAROL M. SIEFFKES, AIC,  
Senior Casualty Claims Examiner

Notary: Amy R. Jacobson  
Expires: 9/30/06

J.R.H.  
ROUNTREE, LOSEE & BALDWIN, LLP  
BY: JASON R. HARRIS, ESQ.

(SEAL)

August 4, 2006

Date

CM  
CELSO MARQUES, d/b/a  
Bluewater Jet Ski Rentals

(SEAL)

TU2 - 28 - 2006

Date